

**UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF FLORIDA
ORLANDO DIVISION**

IN RE:

**JAMES FATKIN,
EUGENIA CLEMENTS,**

CASE NO. 6:18-bk-04414

Debtor(s).

CHAPTER 13 PLAN

A. NOTICES.

Debtor¹ must check one box on each line to state whether or not the Plan includes each of the following items. If an item is checked as “Not Included,” if both boxes are checked, or if neither box is checked, the provision will be ineffective if set out later in the Plan.

A limit on the amount of a secured claim based on a valuation which may result in a partial payment or no payment at all to the secured creditor. See Sections C.5(d) and (e). A separate motion will be filed.	Included <input type="checkbox"/>	Not Included <input checked="" type="checkbox"/>
Avoidance of a judicial lien or nonpossessory, nonpurchase money security interest under 11 U.S.C. § 522(f). A separate motion will be filed. See Section C.5(e).	Included <input type="checkbox"/>	Not Included <input checked="" type="checkbox"/>
Nonstandard provisions, set out in Section E.	Included <input type="checkbox"/>	Not Included <input checked="" type="checkbox"/>

B. MONTHLY PLAN PAYMENTS. Plan payments include the Trustee’s fee of 10% and shall begin 30 days from petition filing/conversion date. Debtor shall make payments to the Trustee for the period of 60 months. If the Trustee does not retain the full 10%, any portion not retained will be disbursed to allowed claims receiving payments under the Plan and may cause an increased distribution to the unsecured class of creditors.

\$1477.00 from month 1 through 60.
 \$ from month through .
 \$ from month through .

¹ All references to “Debtor” include and refer to both of the debtors in a case filed jointly by two individuals.

C. PROPOSED DISTRIBUTIONS.**1. ADMINISTRATIVE ATTORNEY'S FEES.**Base Fee \$4,335 Total Paid Prepetition \$ 2,335 Balance Due \$2,000

MMM Fee \$ _____ Total Paid Prepetition \$ _____ Balance Due \$ _____

Estimated Monitoring Fee at \$per Month.

Attorney's Fees Payable Through Plan at \$33.33 Monthly (subject to adjustment).

2. DOMESTIC SUPPORT OBLIGATIONS (as defined in 11 U.S.C. §101(14A)).

Acct. No.	Creditor	Total Claim Amount

3. PRIORITY CLAIMS (as defined in 11 U.S.C. § 507).

Last Four Digits of Acct. No.	Creditor	Total Claim Amount

4. TRUSTEE FEES. From each payment received from Debtor, the Trustee shall receive a fee, the percentage of which is fixed periodically by the United States Trustee.

5. SECURED CLAIMS. Pre-confirmation payments allocated to secured creditors under the Plan, other than amounts allocated to cure arrearages, shall be deemed adequate protection payments. The Trustee shall disburse adequate protection payments to secured creditors prior to confirmation, as soon as practicable, if the Plan provides for payment to the secured creditor, the secured creditor has filed a proof of claim or Debtor or Trustee has filed a proof of claim for the secured creditor under § 501(c), and no objection to the claim is pending. If Debtor's payments under the Plan are timely paid, payments to secured creditors under the Plan shall be deemed contractually paid on time.

(a) Claims Secured by Debtor's Principal Residence Which Debtor Intends to Retain - Mortgage, HOA and Condo Association Payments, and Arrears, if any, Paid Through the Plan. If the Plan provides for curing prepetition arrearages on a mortgage on Debtor's principal residence, Debtor will pay, in addition to all other sums due under the proposed Plan, all regular monthly postpetition mortgage payments to the Trustee as part of the Plan. These mortgage payments, which may be adjusted up or down as provided for under the loan documents, are due beginning the first due date after the case is filed and continuing each month thereafter. The Trustee shall pay the postpetition mortgage payments for Debtor's principal residence on the following mortgage claims:

Last Four Digits of Acct. No.	Creditor	Collateral Address	Regular Monthly Payment	Gap Payment	Arrears
	Ditech Financial	206 Larkspur Ct., Kissimmee, FL	\$489.29	\$8.16	\$20,890 @ \$348.16/mo

(b) Claims Secured by Other Real Property Which Debtor Intends to Retain - Mortgage Payments, HOA and Condo Association Payments, and Arrears, if any, Paid Through the Plan. If the Plan provides to cure prepetition arrearages on a mortgage, Debtor will pay, in addition to all other sums due under the proposed Plan, all regular monthly postpetition mortgage payments to the Trustee as part of the Plan. These mortgage payments, which may be adjusted up or down as provided for under the loan documents, are due beginning the first due date after the case is filed and continuing each month thereafter. The Trustee shall pay the postpetition mortgage payments on the following mortgage claims:

Last Four Digits of Acct. No.	Creditor	Collateral Address	Regular Monthly Payment	Gap Payment	Arrears

(c) **Claims Secured by Real Property - Debtor Intends to Seek Mortgage Modification.** If Debtor obtains a modification of the mortgage, the modified payments shall be paid through the Plan. Pending the resolution of a mortgage modification request, Debtor shall make the following adequate protection payments to the Trustee: (1) for *homestead* property, the lesser of 31% of gross monthly income of Debtor and non-filing spouse, if any (after deducting homeowners association fees), or the normal monthly contractual mortgage payment; or (2) for *non-homestead*, income-producing property, 75% of the gross rental income generated from the property.

Last Four Digits of Acct. No.	Creditor	Collateral Address	Adequate Protection Payment

(d) **Claims Secured by Real Property or Personal Property to Which Section 506 Valuation APPLIES (Strip Down).** Under 11 U.S.C. § 1322 (b)(2), this provision does not apply to a claim secured solely by Debtor's principal residence. **A separate motion to determine secured status or to value the collateral must be filed.** The secured portion of the claim, estimated below, shall be paid. Unless otherwise stated in Section E, the payment through the Plan does not include payments for escrowed property taxes or insurance.

Last Four Digits of Acct. No.	Creditor	Collateral Description/ Address	Claim Amount	Value	Payment Through Plan	Interest Rate

(e) **Liens to be Avoided Under 11 U.S.C. § 522 or Stripped Off Under 11 U.S.C. § 506.** Debtor must file a separate motion under § 522 to avoid a judicial lien or a nonpossessory, nonpurchase money security interest because it impairs an exemption or under § 506 to determine secured status and to strip a lien.

Last Four Digits of Acct. No.	Creditor	Collateral Description / Address

(f) Claims Secured by Real Property and/or Personal Property to Which Section 506 Valuation DOES NOT APPLY Under the Final Paragraph in 11 U.S.C. § 1325(a). The claims listed below were either: (1) incurred within 910 days before the petition date and secured by a purchase money security interest in a motor vehicle acquired for the personal use of Debtor; or (2) incurred within one year of the petition date and secured by a purchase money security interest in any other thing of value. These claims will be paid in full under the Plan with interest at the rate stated below.

Last Four Digits of Acct. No.	Creditor	Collateral Description/ Address	Claim Amount	Payment Through Plan	Interest Rate
	Hyundai Finance	2016 Hyundai Tucson	\$21320	\$417.00 (1-60)	6.5%

(g) Claims Secured by Real or Personal Property to be Paid with Interest Through the Plan under 11 U.S.C. § 1322(b)(2). The following secured claims will be paid in full under the Plan with interest at the rate stated below.

Last Four Digits of Acct. No.	Creditor	Collateral Description/ Address	Claim Amount	Payment Through Plan	Interest Rate

(h) Claims Secured by Personal Property – Maintaining Regular Payments and Curing Arrearage, if any, with All Payments in Plan.

Last Four Digits of Acct. No.	Creditor	Collateral Description	Regular Contractual Payment	Arrearage

(i) **Secured Claims Paid Directly by Debtor.** The following secured claims are being made via automatic debit/draft from Debtor's depository account and are to continue to be paid directly to the creditor or lessor by Debtor outside the Plan via automatic debit/draft. The automatic stay is terminated *in rem* as to Debtor and *in rem* and *in personam* as to any codebtor as to these creditors and lessors upon the filing of this Plan. Nothing herein is intended to terminate or abrogate Debtor's state law contract rights.

Last Four Digits of Acct. No.	Creditor	Property/Collateral

(j) **Surrender of Collateral/Property that Secures a Claim.** Debtor will surrender the following collateral/property. The automatic stay under 11 U.S.C. §§ 362(a) and 1301(a) is terminated *in rem* as to Debtor and *in rem* and *in personam* as to any codebtor as to these creditors upon the filing of this Plan.

Last Four Digits of Acct. No.	Creditor	Collateral/Property Description/Address

(k) **Secured Claims That Debtor Does Not Intend to Pay.** Debtor does not intend to make payments to the following secured creditors. The automatic stay is terminated *in rem* as to Debtor and *in rem* and *in personam* as to any codebtor with respect to these creditors upon the filing of this Plan. Debtor's state law contract rights and defenses are neither terminated nor abrogated.

Last Four Digits of Acct. No.	Creditor	Collateral Description/Address

6. **LEASES / EXECUTORY CONTRACTS.** As and for adequate protection, the Trustee shall disburse payments to creditors under leases or executory contracts prior to confirmation, as soon as practicable, if the Plan provides for payment to creditor/lessor, the creditor/lessor has filed a proof of claim or Debtor or Trustee has filed a proof of claim for the secured creditor/lessor under § 501(c), and no objection to the claim is pending. If Debtor's

payments under the Plan are timely paid, payments to creditors/lessors under the Plan shall be deemed contractually paid on time.

(a) Assumption of Leases/Executory Contracts for Real or Personal Property to be Paid and Arrearages Cured Through the Plan. Debtor assumes the following leases/executory contracts and proposes the prompt cure of any prepetition arrearage as follows.

Last Four Digits of Acct. No.	Creditor/Lessor	Description of Leased Property	Regular Contractual Payment	Arrearage and Proposed Cure

(b) Assumption of Leases/Executory Contracts for Real or Personal Property to be Paid Directly by Debtor. Debtor assumes the following lease/executory contract claims that are paid via automatic debit/draft from Debtor's depository account and are to continue to be paid directly to the creditor or lessor by Debtor outside the Plan via automatic debit/draft. The automatic stay is terminated *in rem* as to Debtor and *in rem* and *in personam* as to any codebtor as to these creditors and lessors upon the filing of this Plan. Nothing herein is intended to terminate or abrogate Debtor's state law contract rights.

Last Four Digits of Acct. No.	Creditor/Lessor	Property/Collateral

(c) Rejection of Leases/Executory Contracts and Surrender of Real or Personal Leased Property. Debtor rejects the following leases/executory contracts and will surrender the following leased real or personal property. The automatic stay is terminated *in rem* as to Debtor and *in rem* and *in personam* as to any codebtor as to these creditors and lessors upon the filing of this Plan.

Last Four Digits of Acct. No.	Creditor/Lessor	Property/Collateral to be Surrendered

7. **GENERAL UNSECURED CREDITORS.** General unsecured creditors with allowed claims shall receive a *pro rata* share of the balance of any funds remaining after payments to the above referenced creditors or shall otherwise be paid under a subsequent Order Confirming Plan. The estimated dividend to unsecured creditors shall be no less than **\$900**

D. GENERAL PLAN PROVISIONS:

1. Secured creditors, whether or not dealt with under the Plan, shall retain the liens securing such claims.
2. Payments made to any creditor shall be based upon the amount set forth in the creditor's proof of claim or other amount as allowed by an Order of the Bankruptcy Court.
3. If Debtor fails to check (a) or (b) below, or if Debtor checks both (a) and (b), property of the estate shall not vest in Debtor until the earlier of Debtor's discharge or dismissal of this case, unless the Court orders otherwise. Property of the estate
 - (a) _____ shall not vest in Debtor until the earlier of Debtor's discharge or dismissal of this case, unless the Court orders otherwise, or
 - (b) X_____ shall vest in Debtor upon confirmation of the Plan.
4. The amounts listed for claims in this Plan are based upon Debtor's best estimate and belief and/or the proofs of claim as filed and allowed. Unless otherwise ordered by the Court, the Trustee shall only pay creditors with filed and allowed proofs of claim. An allowed proof of claim will control, unless the Court orders otherwise.
5. Debtor may attach a summary or spreadsheet to provide an estimate of anticipated distributions. The actual distributions may vary. If the summary or spreadsheet conflicts with this Plan, the provisions of the Plan control prior to confirmation, after which time the Order Confirming Plan shall control.
6. Debtor shall timely file all tax returns and make all tax payments and deposits when due. (However, if Debtor is not required to file tax returns, Debtor shall provide the Trustee with a statement to that effect.) For each tax return that becomes due after the case is filed, Debtor shall provide a complete copy of the tax return, including business returns if Debtor owns a business, together with all related W-2s and Form 1099s, to the Trustee within 14 days of filing the return. Unless otherwise ordered, consented to by the Trustee, or ordered by the Court, Debtor shall turn over to the Trustee all tax refunds in addition to regular Plan payments. Debtor shall not instruct the Internal Revenue Service or other taxing agency to apply a refund to the following year's tax liability. **Debtor shall not**

spend any tax refund without first having obtained the Trustee's consent or Court approval.

- E. **NONSTANDARD PROVISIONS as Defined in Federal Rule of Bankruptcy Procedure 3015(c).** Note: Any nonstandard provisions of this Plan other than those set out in this section are deemed void and are stricken.
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CERTIFICATION

By filing this document, the Attorney for Debtor, or Debtor, if not represented by an attorney, certifies that the wording and order of the provisions in this Chapter 13 Plan are identical to those contained in the Model Plan adopted by this Court, and that this Plan contains no additional or deleted wording or nonstandard provisions other than any nonstandard provisions included in Section E.

SIGNATURE(S):

Debtor(s)

/s/ James Fatkin
JAMES FATKIN

Date: 7/24/2018

/s/ Eugenia Clements
EUGENIA CLEMENTS

Date: 7/24/2018

Attorney for Debtor(s)

/s/ J. Craig Bourne
J. Craig Bourne

Date: 7/24/2018

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the Debtors' Chapter 13 Plan has been furnished on July 24, 2018, to the following creditors or interested persons by either electronic transmission or via U.S. Mail:

Debtors: James Fatkin & Eugenia Clements, 2016 Larkspur Court, Kissimmee, FL 34743
Chapter 13 Trustee, Laurie K. Weatherford, P.O. Box 3450, Winter Park, FL 32790
All listed creditors and interested parties on the attached mailing matrix

/s/ J. Craig Bourne

J. CRAIG BOURNE, ESQUIRE

Florida Bar No. 999466

1520 E. Livingston St.

Orlando, FL 32803

Tel: (407) 894-6750

Fax: (407) 894-4735

E-mail: craigbournelaw@yahoo.com

Attorney for the Debtors

Label Matrix for local noticing
113A-6
Case 6:18-bk-04414
Middle District of Florida
Orlando
Tue Jul 24 12:19:56 EDT 2018

United States Trustee - ORL/13-7
Office of the United States Trustee
George C Young Federal Building
400 West Washington Street, Suite 1100
Orlando, FL 32801-2210

Advanced Collection Bur
Pob 560063
Rockledge, Florida 32956-0063

Afni Inc
Pob 3517
Bloomington, Illinois 61702-3517

Aldridge Pite LLP
1615 South Congress Ave
Ste 200
Delray Beach, FL 33445-6326

Alliance One
Pob 510267
Livonia, Michigan 48151-6267

AmericaWedLoan
2128 N 14th St
Ste 1, #130
Oklahoma City, Oklahoma 74601-1831

American Med
1519 Boettler Rd
Uniontown, Ohio 44685-7761

Axis Advance
Pob 645
Santa Ysabel, California 92070-0645

CF Medical LLC
Pob 788
Kirkland, Washington 98083-0788

Capio Partners
2222 Texoma Pkwy
Ste 150
Sherman, Texas 75090-2481

Cashnet USA
175 W Jackson Blvd
Ste 1000
Chicago, Illinois 60604-2863

Central Florida Hospital
c/o Advanced Collection
Pob 560063
Rockledge, Florida 32956-0063

Commonwealth Financial Systems
245 Main St.
Dickson City, Pennsylvania 18519-1641

Credit Collections Svc
Pob 607
Norwood, MA 02062-0607

Credit Management LP
4200 International Pkwy
Carrollton, Texas 75007-1912

Credit Protection Association LP
13355 Noel Rd
Ste 2100
Dallas, Texas 75240-6837

David Jablonski
c/o MJ Altman Companies
205 S Magnolia Ave
Ocala, Florida 34471-1157

Directv llc
c/o American Infosource LP
Pob 5008
Carol Stream, Illinois 60197-5008

Ditech Financial LLC
Pob 6154
Rapid City, South Dakota 57709-6154

Diversified Adjustment Svcs
600 Coon Rapids Blvd NW
Coon Rapids, MN 55433-5549

Ethan T. Sansoni
2601 Watkins Dr
Melbourne, Florida 32901-6839

FAC/NAB
480 James Robertson Pkwy
Nashville, Tennessee 37219-1212

First Federal Credit & Collections
24700 Chagrin Blvd
Ste 2
Cleveland, Ohio 44122-5662

First Premier Bank
601 S Minnesota Ave
Sioux Falls, South Dakota 57104-4868

Florida Department of Revenue
Bankruptcy Unit
Post Office Box 6668
Tallahassee FL 32314-6668

Florida Hospital
Patient Financial Services
Pob 538800
Orlando, Florida 32853-8800

Florida Hospital Medical Group
Pob 14099
Belfast, Maine 04915-4034

(p)GOLD KEY CREDIT INC
PO BOX 15670
BROOKSVILLE FL 34604-0122

Hyundai Motor Finance
Pob 20809
Fountain Valley, California 92728-0809

IC Systems Inc

Pob 64378

Saint Paul, Minnesota 55164-0378

Internal Revenue Service

Post Office Box 7346

Philadelphia PA 19101-7346

J & C Fence

1192 E Carroll St

Kissimmee, Florida 34744-1404

(p)JEFFERSON CAPITAL SYSTEMS LLC

PO BOX 7999

SAINT CLOUD MN 56302-7999

LVNV Funding LLC

c/o Resurgent Capital Svcs

Pob 1269

Greenville, South Carolina 29602-1269

Med Business Bureau

1460 Renaissance Dr

Park Ridge, Illinois 60068-1349

Medicredit

Pob 1629

Maryland Heights, Missouri 63043-0629

Neptune Bay Apt

527 Neptune Bay Circle

Saint Cloud, Florida 34769-7005

Osceola County Tax Collector

Attn: Patsy Heffner

Post Office Box 422105

Kissimmee FL 34742-2105

Portfolio Recovery Svcs

140 Corporate Blvd

Norfolk, Virginia 23502-4952

Preferred Collection

1000 N Ashley Dr

Ste 600

Tampa, Florida 33602-3723

(p)PROFESSIONAL DEBT MEDIATION

7948 BAYMEADOWS WAY

2ND FLOOR

JACKSONVILLE FL 32256-8539

Resurgent Capital Services

Pob 10587

Greenville, South Carolina 29603-0587

Shafritz & Assoc

601 N Congress Ave

Ste 4

Delray Beach, Florida 33445-4641

(p)T MOBILE

C O AMERICAN INFOSOURCE LP

4515 N SANTA FE AVE

OKLAHOMA CITY OK 73118-7901

TSI

507 Prudential Rd

Horsham, Pennsylvania 19044-2308

US Dept of Ed/Great Lakes

Pob 7860

Madison, Wisconsin 53707-7860

US Dept of Education

Claims Filing Unit

Pob 8973

Madison, Wisconsin 53708-8973

Eugenia A. Clements

206 Larkspur Court

Kissimmee, FL 34743-5327

J Craig Bourne

Law Office of J Craig Bourne

1520 East Livingston Street

Orlando, FL 32803-5436

James K. Fatkin

206 Larkspur Court

Kissimmee, FL 34743-5327

The preferred mailing address (p) above has been substituted for the following entity/entities as so specified by said entity/entities in a Notice of Address filed pursuant to 11 U.S.C. 342(f) and Fed.R.Bank.P. 2002 (g) (4).

Gold Key Credit

Pob 15670

Brooksville, Florida 34604

Jefferson Capital Systems LLC

Pob 7999

Saint Cloud, Minnesota 56302

Professional Debt Mediation

7948 Baymeadows Way Fl 2

Jacksonville, Florida 32256

T-Mobile

12920 SE 38th St

Bellevue, Washington 98006

The following recipients may be/have been bypassed for notice due to an undeliverable (u) or duplicate (d) address.

(d)Commonwealth Financial Systems	End of Label Matrix	
245 Main St	Mailable recipients	50
Dickson City, Pennsylvania 18519-1641	Bypassed recipients	1
	Total	51